

JOINT USE
COOPERATIVE AGREEMENT

May 10, 2002

Between the
County of San Bernardino and
The San Bernardino City Unified School District and
The City of Highland

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JOINT USE COOPERATIVE AGREEMENT

Between the

County of San Bernardino and

The San Bernardino City Unified School District and

The City of Highland

1. PARTIES

This agreement is made and entered into this 10th day of May, 2002, by and between the County of San Bernardino (“COUNTY”), and the San Bernardino City Unified School District, (“DISTRICT”), and the City of Highland, (“CITY”).

2. RECITALS

WHEREAS, Part 11, Chapter 2, Article 4 of the Education Code of the State of California, commencing at Section 18130, provides that whenever the county in which a district is situated maintains a county library, the governing board of any school district or community college district may agree with the proper authorities of the county to contract for the provision of school library services by the county library; and,

WHEREAS, Part 6, Chapter 4, Article 5 of the Education Code of the State of California, commencing at Section 8760(a)(3), authorizes the governing board of any school district to enter into a contract with any city, county, city and county, or school district therein, or any combination thereof, for the joint operation and maintenance of

programs and classes in outdoor science education and conservation education or for assistance in their operation and maintenance; and

WHEREAS, the COUNTY and the CITY have determined a need for a new and expanded library within the CITY of Highland, which shall be known as the Highland Library and Environmental Learning Center; and

WHEREAS, the CITY agrees to apply for State construction funds under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, pursuant to Education Code Section 19985, to build a library facility on land owned by the CITY at 7863 Central Avenue; and

WHEREAS, the COUNTY agrees to provide library service for the facility located at 7863 Central Avenue; and

WHEREAS, the DISTRICT operates four (4) elementary schools within the library service area; and

WHEREAS, the DISTRICT will co-locate the Cypress Elementary School library at 26825 Cypress Street with the CITY-owned and COUNTY-operated library facility adjacent to Cypress Elementary School at 7863 Central Avenue; and

WHEREAS, the DISTRICT recognizes the value of participation in the proposed co-location and joint use services; and

WHEREAS, the DISTRICT agrees that it will utilize the public library co-location and joint use services located at 7863 Central Avenue; and

WHEREAS, the COUNTY and the CITY and the DISTRICT now seek to establish the roles and the responsibilities and the rights of the parties concerning this co-location and joint use; and

WHEREAS, this agreement will only take effect and be applicable if funding is received from The California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, to build the new facility located at 7863 Central Avenue;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

3. AGREEMENT

3.1 Definitions

3.1.1 Facility. The CITY owned building, parking lots, grounds, ingress and egress points located at 7863 Central Avenue, Highland, California 92346.

3.1.2 Library Service. The resources, services and programs as provided by the COUNTY including the co-located and joint use library services designated for public and DISTRICT use.

3.1.3 Co-Located Library Services. The specific school library resources, services and programs that the DISTRICT agrees to provide, utilize, and maintain, that will be housed in the new COUNTY public library for the benefit of the DISTRICT'S students attending Cypress Elementary School.

3.1.4 Joint Use Library Services. The specific resources, services and programs that the DISTRICT agrees to utilize for the benefit of the DISTRICT'S students.

3.2 Contract Administration.

The Contract Administrators shall be the San Bernardino COUNTY Librarian, the Superintendent of the San Bernardino City Unified School DISTRICT, and the Highland CITY Manager.

3.3 Term of Agreement

The term of this Agreement shall be for twenty (20) years, commencing on the opening day of the new library facility, and may be adjusted, modified and updated as needed on an annual basis, by written agreement of all parties.

3.4 Field Act Applicability

This project will be subject to the Field Act (Sections 17281, 17365, and 81130 of the Education Code).

3.5 Operations Manual

The Operations Manual shall outline the standards for operation of the Facility, consistent with the operations of all other COUNTY library facilities, including hours of operation, materials selection, and circulation policies and staffing responsibilities. It shall include standard COUNTY library policies and practices as well as mutually agreed-upon provisions specific to Cypress Elementary School, including staff training and scheduling.

4. Obligatory Provisions

4.1 Education Code Section 19999

The PARTIES acknowledge Section 19999 of the Education Code, which reads as follows:

“(a) A facility, or the part thereof, acquired, constructed, or remodeled, or rehabilitated with grants received pursuant to this chapter shall be dedicated to public library direct service use for a period of not less than 40 years following completion of the project.

(b) The interest of the state in land or a facility, or both, pursuant to the funding of a project under this chapter, as described in subdivision (a), may be transferred by the State Librarian from the land or facility, or both, for which that funding was granted to a replacement site and facility acquired or constructed for the purpose of providing public library direct service.

(c) If the facility, or any part thereof, acquired, constructed, remodeled, or rehabilitated with grants received pursuant to this chapter ceases to be used for public library direct service prior to the expiration of the period specified in subdivision (a), the board is entitled to recover, from the grant recipient or the recipient's successor in the maintenance of the facility, an amount that bears the same ratio to the value of the facility, or the appropriate part thereof, at the time it ceased to be used for public library direct service as the amount of the grant bore to the cost of the facility or the appropriate part thereof. For purposes of this subdivision, the value of the facility, or the appropriate part thereof, is determined by the mutual agreement of the board and the grant recipient or successor, or through an action brought for that purpose in the superior court.

(d) Notwithstanding subdivision (f) of Section 16724 of the Government Code, any money recovered pursuant to subdivision (c) shall be deposited in the fund, and shall be available for the purpose of awarding grants for other projects.”

4.2 Section 20440 (e) (3) (G)

The COUNTY and the CITY acknowledge Section 20440 (e)(3)(G) of Title 5 of the California Code of Regulations, which reads as follows:

“(G) A commitment that the facility shall be dedicated to public library direct service use for a period of 40 years following completion of the project, regardless of any operating agreements the applicant may have with other jurisdictions or parties.”

5. COUNTY Responsibilities

5.1 Co-Located Library Services

The COUNTY will cooperate with the DISTRICT to house, maintain and manage the existing Cypress Elementary School Library collection, which will remain the property of the DISTRICT. The Cypress Elementary School collection may be added to, or withdrawn from the COUNTY Library, by the DISTRICT, at its option, but will be cross-cataloged and made available for circulation to the general public, except as restricted in accordance with standard COUNTY library operating policies. The COUNTY will provide the following:

- Staff accommodations, training and support for the Cypress Elementary Library Clerk;
- Daily delivery service of reserved public library books and other materials to and from Cypress Elementary School for use by students and school personnel;
- Teacher book and material reserves;
- Off-site access to the on-line catalog and environmental databases.

5.2 Joint Use Library Services

The COUNTY will cooperate with the DISTRICT to provide joint use library services, as general curriculum support programs and resources, to

participating K – 12 public school students, teachers, parents and caregivers. The COUNTY will also make joint use library services available to the general public. The COUNTY Library will operate the following joint use services at the Library Facility:

- Computer Center. An interactive computer center will house up to 36 personal computers with filtered Internet access, selected general and environmental databases and software programs or equivalent technology components to assist with student learning activities for grades K-6 as well as for use by the general public. The DISTRICT will provide three (3) computers and CD ROM-based software to support DISTRICT programs such as the Reading Counts Program. The COUNTY will maintain the computers and provide filtered Internet access and selected databases and software programs or equivalent. The COUNTY Library staff will provide computer literacy classes covering introductory to advanced skill level instruction for students, families, caregivers and the general public.
- Family Literacy Center. The COUNTY will provide a comprehensive literacy program, extensive materials and dedicated space for one-to-one and small group tutoring by trained volunteers. Reading and writing instruction, personal assessment, computer access and software support for K-12 students, parents, families, caregivers, and the general public will also be provided. After-school, evening and weekend support will be available to improve lifelong learning skills as well.

- Homework Center. Databases and a reference collection of relevant print materials will be provided by the COUNTY to assist students with their school assignments. The DISTRICT will provide one set of DISTRICT textbooks and/or curriculum source materials for reference purposes available to students, parents, and the general public, but not available for check out.
- Study Room. A quiet study room will be available for public use by individuals or small groups during COUNTY Library public service hours and for parent-teacher conferences or other DISTRICT sponsored activities during hours COUNTY Library staff are scheduled in the facility.
- Tutoring. The COUNTY Highland Library and Environmental Learning Center staff and volunteers will provide day-to-day assistance to help students develop techniques for obtaining information and completing school assignments, as well as providing general assistance in reading, writing, science, math, language, research and study skills.
- Materials. The Homework Center will house teacher temporary reserves and DISTRICT-provided curriculum-related limited circulation materials.
- Career Center. A Career Resource Center will include a variety of resources and services to provide direction for students, teachers, parents, caregivers and adult learners. The COUNTY Library collections, databases and services for the Career Center will focus on the needs identified in the community assessment and included in the COUNTY Library Plan of Service for Highland Library and Environmental Learning Center.

COUNTY staff and COUNTY trained volunteers will provide assistance during public service hours. The Career Center will include the following:

- A designated area that will house print, electronic, and audiovisual resources on jobs, careers, vocational and college education opportunities and requirements.
 - Career, job and scholarship information, résumé assistance, and Internet job search techniques.
- Shared Electronic and Telecommunication Services. The COUNTY will provide remote electronic access to the library catalog to students, teachers, parents and the general public via Internet connection. Services will include the provision of electronic database licenses and subscriptions, shared circulation systems, and related training for DISTRICT personnel.
 - Environmental Subject Specialty Center. The COUNTY will provide an Environmental Subject Specialty Center, consisting of the following:
 - Indoor Resources:
 - Special collection materials for environmental learning, including print, CD ROM, audio and video resources, interactive software, database access or equivalent, and reference support.
 - Discovery and Observation Area consisting of animal, reptile, avian, amphibian and other living ecosystems.

- Exhibit Room containing static, dynamic, interactive rotating and permanent environmental exhibits, integrated with learning references throughout the library.
- Outdoor Resources:
 - Outdoor auditorium for meetings, presentations, classes, workshops, programs, children's storytelling programs in support of general library operations, co-located and joint use services, and environmental learning activities.
 - Rooftop garden and demonstration area for environmental learning, displays, and programs for adults, youth and children.
- Other Library Services. The COUNTY will provide programming, displays, exhibits and activities, as jointly defined by teachers, students, parents and library staff, in support of public K-12 curriculum requirements.
- Meeting Room. The library community meeting room will be equipped by the COUNTY to support multimedia presentations. In addition to COUNTY Library and CITY activities, the meeting room will be available for use by the DISTRICT for such activities as teacher in-service training, student-teacher library orientation, presentations and parent-teacher meetings/programs.
- Parent Support. The COUNTY Library will offer a series of parenting workshops with flexible times offered to working parents. The workshops will be designed as multiple week courses to be held on such subjects as

Parenting the Adolescent, Parent/Child Communication, Drugs, Alcohol and Children, Helping Your Child with Homework, and How to Help Your Child Develop Self-Esteem.

5.3 Library Materials

The COUNTY shall provide and maintain a materials collection equivalent to that provided to other COUNTY Library branches of similar size. The COUNTY will provide DISTRICT staff training and assistance in entering DISTRICT materials into the COUNTY's automated circulation system. The COUNTY will make available to the DISTRICT the option of having DISTRICT materials processed by COUNTY staff. All DISTRICT-owned materials will be marked, given a distinct code in the automated system and will remain the property of the DISTRICT. COUNTY-owned materials will remain the property of the COUNTY. Computer-generated status reports on DISTRICT materials will be provided by the COUNTY at the request of the DISTRICT. In the event the Agreement is terminated, the COUNTY will provide machine-readable records of the DISTRICT's materials inventory.

5.4 Hours of Service

The Library will be open for the public and for students as authorized by the COUNTY Board of Supervisors. The current approved hours of operation are Monday and Tuesday 10:00 a.m. – 8:00 p.m., Wednesday through Friday 10:00 a.m. – 6:00 p.m., and Saturday 9:00 a.m. – 5:00 p.m.

5.5 Staffing

The level of staffing will be consistent with levels provided at similar sized libraries in the COUNTY system. The standard staffing shall consist of one Regional Manager, one Branch Manager, one Environmental Learning Center Manager, one Computer Center Manager, one Children's Librarian, one Young Adult Specialist, one Environmental Programming Specialist, one Reference Librarian, one Literacy Specialist, two Library Assistants, three Library Pages and volunteers as needed and available. One part-time library clerk from the DISTRICT will provide liaison between the DISTRICT and the COUNTY library, and the COUNTY shall provide workspace and training for assigned DISTRICT personnel.

5.6 Volunteers

Volunteers will be recruited, screened, trained and supervised through the COUNTY'S Library Volunteer Program. Volunteers will assist with services and programs under the guidance of the COUNTY Highland Library and Environmental Learning Center staff and DISTRICT staff. The DISTRICT will encourage students and parents to serve as volunteers for peer assistance and adult oversight for the joint use K – 12 programs and resource applications.

5.7 Fingerprint Check

The COUNTY shall ensure that all COUNTY staff and volunteers assigned to support the co-located Cypress School Library shall have been fingerprinted and meet State requirements for California schools. Any staff member providing information inconsistent with the check shall be subject to reassignment from the co-located Cypress School Library or the library facility.

5.8 Tuberculosis Test

COUNTY staff assigned to the facility will comply with the DISTRICT's requirements on testing.

5.9 Ownership

The COUNTY will provide furnishings, equipment, library materials and supplies equivalent to that provided to other COUNTY library branches of a similar size. Ownership of the furnishings, equipment, library materials and supplies will remain with the COUNTY.

5.10 Funding

The COUNTY will provide funds for the operation and maintenance of library services including staffing, furnishings, equipment, materials, databases, automated circulation and bibliographic system, supplies, programs and delivery service. The funding source for COUNTY Library is a dedicated property tax.

6. DISTRICT Responsibilities

6.1 Co-Located Library Services

The DISTRICT agrees to utilize the co-located library services as provided at the COUNTY's Highland Library and Environmental Learning Center and as described in this Agreement under COUNTY responsibilities, Section 5.

6.2 Joint Use Library Services

The DISTRICT agrees to utilize the joint-use library services as provided at the San Bernardino COUNTY Highland Library and Environmental Learning

Center and as described in this Agreement under COUNTY responsibilities in Section 5.2.

6.3 Hours of Service

The DISTRICT agrees to distribute information to students, teachers, parents and administrators regarding the service hours available and programming schedules for co-located and joint-use services. Hours of service are described in this agreement under COUNTY responsibilities, Section 5.4.

6.4 Staffing

The DISTRICT will provide staffing for the co-located joint use services as follows:

One Library Clerk or equivalent, 4 hours per day, Monday through Friday, per school year calendar, as DISTRICT budget permits.

6.5 Volunteers

The DISTRICT agrees to use volunteers as approved by the DISTRICT School Board of Trustees for the co-located and joint-use services as described in this agreement under COUNTY responsibilities, Section 5.6.

6.6 Ownership

The DISTRICT agrees to provide the following: Homework Center – one set of School DISTRICT Textbooks and/or curriculum resource materials; Computer Center - 3 computers, CD ROM based software or equivalent; Learning and Career Resource Center – career reference books, videos, and GED preparation materials. Ownership of the specified equipment, materials, or furnishings will remain with the DISTRICT.

6.7 Funding

The DISTRICT agrees to provide funding for supplemental staffing for co-located and joint use services as specified in Section 6.4. The DISTRICT agrees to provide funding for items Specified in section 6.6.

6.7.1 Book Budget. The DISTRICT agrees to provide funding and/or library materials, consistent with what the DISTRICT provides for similar sized elementary schools as budgeted from year to year, for new library material acquisition.

7. CITY Responsibilities

7.1 Facility

The CITY will provide a library facility located at 7836 Central Avenue, Highland, CA that will include space for an Environmental Learning Center, Computer or equivalent technology Learning Center, Homework Center, Career Center, Family Literacy Center, Shared Electronic and Telecommunications Services, a community meeting room and at least one study room.

7.2 Ownership

The CITY will provide the Facility and the site, including parking, ingress and egress. The CITY will retain all ownership rights and privileges of Facility, site, improvements, appurtenances, and any other furnishings provided as related to this Agreement.

7.3 Responsibility for Facility

The CITY agrees to operate, maintain, and manage the Facility and the site.

7.4 Safety

The CITY, in conjunction with the DISTRICT and COUNTY Library, shall develop a Safety Plan acceptable to the PARTIES to provide for policies, procedures, and physical site support for the safe movement of children and classes from Cypress Elementary School to and from the COUNTY Library for required curricular activities during school hours. A separate Memorandum of Understanding will be developed to specify and implement this Plan.

7.5 Funding

The CITY will provide funding, through various sources, to allow for the construction, operation, management, and maintenance of the Facility as defined in Section 3 of this Agreement.

8. Joint Responsibilities

8.1 Hold Harmless and Insurance

8.1.1 Mutual Indemnification. EACH PARTY to this agreement agrees to indemnify, defend and hold harmless EACH OTHER PARTY to this agreement, and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its EACH PARTY's respective performance under this agreement. The insurance provisions in paragraph 8.1.2, INSURANCE, shall not be interpreted in a manner that limits the indemnification obligation.

EACH PARTY agrees to indemnify and hold harmless EACH OTHER PARTY, its officers, agents, volunteers from any and all claims, actions or losses,

damages, and/or liability resulting from EACH OTHER PARTY's negligent acts or omissions which arise from EACH PARTY's performance of its obligations under this Agreement.

In the event the ANY PARTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, then that PARTY shall indemnify the other PARTIES to the extent of its comparative fault.

Furthermore, if any PARTY attempts to seek recovery from any other PARTY for Workers Compensation benefits paid to an employee, that PARTY agrees that any alleged negligence of the employee shall not be construed against the employer of that employee.

8.1.2 Insurance. EACH PARTY is a public entity and is self-insured. Without in any way affecting the indemnity herein provided and in addition thereto, EACH PARTY shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

8.1.2.1 Workers Compensation: A program of Workers Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) limits, covering all persons providing services on behalf of EACH PARTY and all risks to such persons under this agreement.

8.1.2.2 Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00).

8.1.3 Additional Named Insured: All policies, except for Workers' Compensation, shall contain additional endorsements naming EACH OTHER PARTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of this agreement.

8.1.4 Waiver of Subrogation Rights: EACH PARTY shall require the carriers of the above required overages to waive all rights of subrogation against the EACH OTHER PARTY, its officers, employees, agents, volunteers, contractors and subcontractors.

8.1.5 Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by EACH PARTY.

8.1.6 Proof of Coverage: EACH PARTY shall immediately furnish certificates of insurance to EACH OTHER PARTY, evidencing the insurance coverage, including endorsements, above required prior to occupying the Premises and the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the EACH OTHER PARTY, and EACH PARTY shall maintain such insurance from the time of commencement of performance hereunder

until the completion of such performance. Within sixty (60) days of the commencement of this agreement, the EACH PARTY shall furnish certified copies of the policies and all endorsements to EACH OTHER PARTY.

8.1.7 Insurance Review: The above insurance requirements are subject to periodic review by EACH PARTY. EACH PARTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of EACH PARTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against EACH PARTY, inflation, or any other item reasonably related to the EACH PARTY's risk. Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. EACH PARTY agrees to execute any such amendment within thirty (30) days of receipt.

8.2 Contract Compliance

The CITY and the DISTRICT agree to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging

Small Business Enterprise Policy 15-01, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Manager of the COUNTY of San Bernardino at (909) 387-2165. The COUNTY agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 15-01, and any other applicable federal, state and county laws, Regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

8.3 Recycled Paper Products

The CITY, COUNTY and the DISTRICT agree to use recycled paper for proposals and for any printed or photocopied material created as a result of this contract, and to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

8.4 Notices

Whenever notice is required, it shall be given in writing and delivered personally, or delivered by certified mail, return receipt requested, to the other party at the address below, or at such other address as may be designated in writing by either party:

COUNTY: County Librarian
San Bernardino County Library
104 West 4th Street
San Bernardino, CA 92415

DISTRICT: Superintendent
San Bernardino City Unified School District

777 N. F Street
San Bernardino, CA 92410

CITY: City Manager
City of Highland
27215 E. Baseline
Highland, CA 92346

8.5 Review and Modification

This Agreement shall be governed by the laws of the State of California and constitutes the entire agreement between parties and supersedes all prior negotiations, discussions and preliminary understandings. This Agreement may be amended as the COUNTY, the DISTRICT, and the CITY mutually agree, in writing. Any such amendment must be signed/approved by authorized representatives of the COUNTY, the DISTRICT and the CITY.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on the date set forth below their respective signatures.

COUNTY OF SAN BERNARDINO

SAN BERNARDINO UNIFIED SCHOOL DISTRICT

Chairman, Board of Supervisors

Fred Aguiar

Dated _____

Assistant Superintendent, Business Services

David S. Bail

Dated _____

THE CITY OF HIGHLAND

Mayor

Larry Brown

Dated _____

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title _____

Address _____

Clerk of the Board of Supervisors of the
COUNTY of San Bernardino

By _____
Deputy

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

COUNTY Counsel

Agency Administrator/CAO

Date _____

Date _____

Date _____